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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER**

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext: 9200
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Lori A. Shibamoto
Commissioner

Lori A. Weaver
Deputy Commissioner

April 2, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, Governor Sununu authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** lease agreement with Seritage SRC Finance LLC (VC#TBD), Salem, NH, in the amount of \$137,419.35, to secure an indoor location for a State Vaccination Site as part of the State's COVID-19 vaccination strategy, effective March 27, 2021, through December 31, 2021. 100% Other Funds (FEMA Public Assistance).

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-095-950010-1919 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, HHS: OFFICE OF THE COMMISSIONER, COMMISSIONERS OFFICE, COVID19 FEMA DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	103-502664	Contracts for Oper Svc	95010690	\$47,419.35
2022	103-502664	Contracts for Oper Svc	95010690	\$90,000
			Total	\$137,419.35

EXPLANATION

This lease agreement is **Sole Source** because the Department identified this site as being the best possible strategic option in this region of New Hampshire for a COVID-19 fixed vaccination site.

The purpose of this lease agreement is to secure a strategic location for a fixed vaccination site. The Department, in coordination with the Department of Safety, will run daily COVID-19 vaccine operations at the site which is comprised of approximately 136,000 square feet. A variety of organizations and individuals will support the vaccination effort and work performed at the site, which may include the National Guard, local fire and police departments, volunteers, hospital staff, or qualifying nursing students from New Hampshire-based colleges and universities.

The Department will pay the Lessor a fixed monthly rate of \$15,000, with the month of March pro-rated, for use of the site.

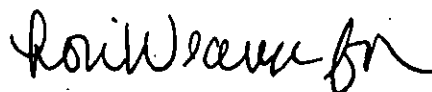
The number of individuals that will be vaccinated at this site is dependent upon availability of COVID-19 vaccines, individuals choosing to receive the vaccine, and the general trajectory of the pandemic.

There are no renewal options included in this Lease Agreement.

Source of Funds: CFDA # 97.036; FAIN #4516DRNH00000001

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner

**DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

FROM: Karen L. Rantamaki, Director
Department of Administrative Services
Division of Plant and Property

DATE: May 24, 2021

SUBJECT: Attached Lease Agreement
Approval respectfully requested

TO: His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

LESSEE: Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301

LESSOR: Seritage SRC Finance LLC, 500 Fifth Ave. Suite 1530, New York, NY 10110-1502

DESCRIPTION: Approval of the enclosed will authorize a short-term vaccination site at 50 Fox Run Rd in Portsmouth, NH.

TERM: 9.16 months – commencing March 27, 2021, and ending December 31, 2021

RENT: March - \$2,419.35, April - \$15,000.00, May - \$15,000.00, June - \$15,000.00, July - \$15,000.00, August - \$15,000.00, September - \$15,000.00, October - \$15,000.00, November - \$15,000.00, December - \$15,000.00. Total Rent - \$137,419.35.

JANITORIAL: Not included in the lease; provided by DHHS. Estimated cost is \$3,600 per month for 9.16 months = \$32,976.00.

UTILITIES: Utilities are not included in the lease and are provided by DHHS. Estimated utility costs per month are \$5,000.00. Total utility estimate for the term is \$45,800.00.

TOTAL: \$137,419.35 + \$32,976.00 + \$45,800.00 = \$216,195.35

PUBLIC NOTICE: Sole-source, short-term, emergency agreement for a vaccination site.

CLEAN AIR PROVISIONS: None applicable due to the emergency, short-term nature of the agreement.

BARRIER-FREE DESIGN COMMITTEE: No review required for the emergency, short-term agreement.

OTHER: Approval of the enclosed agreement is recommended.

The enclosed contract complies with the State of New Hampshire, Division of Plant and Property rules and has been reviewed and approved by the Department of Justice.

Approved by: Department of Administrative Services



Karen L. Rantamaki, Director, Plant & Property

Control #: 121830
License Type: New Deal

Seritage Growth Properties License Agreement

This License Agreement ("License") is executed on this _____ day of _____, 2021, ("Effective Date") between Jones Lang LaSalle Americas, Inc., as Agent for Seritage SRC Finance LLC ("Licensor", "We", "Our", "Us"), and State of New Hampshire ("Licensee", "You", or "Your"), doing business as New Hampshire DHHS ("Trade Name"). You acknowledge that Jones Lang LaSalle Americas, Inc. is executing this Agreement solely in its capacity as managing agent for Licensor and not as a partner or joint venturer with Licensor. Notice addresses for each party to this License are as follows:

Licenses:	Licensor:	Agent:
State of New Hampshire	Seritage SRC Finance LLC	
128 Pleasant St.	500 Fifth Avenue Suite 1530	
Concord, NH 03301	New York, NY, 10110-1502	
TEL 603-271-9545		

By signing this document, We are giving You the limited, revocable right to temporarily use certain space in Our Shopping Center. You cannot transfer this right to anyone else. This License is not a leasehold interest.

I. YOUR SPACE

The space that You have the right to use (the "Licensed Premises") is approximately 13600 square feet, and is located at Fox Run Mall ("Shopping Center"), the address of which is 60 Fox Run Rd, Portsmouth, NH 03801

The Licensed Premises is currently located in location number T9999. Licensee shall operate from the Licensed Premises, such structure being referred to as the "Unit": in/line

The current location of the Licensed Premises is shown on the attached site plan for the Shopping Center. This location is subject to Our review and approval at all times.

We cannot guarantee any particular location, and may require that the Licensed Premises be relocated one or more times during the License Period.

If We do require that You relocate, We will give You five (5) days prior written notice.

II. LICENSE PERIOD

You may use the Licensed Premises from March 27, 2021 (the "Commencement Date") until December 31, 2021 (the "Expiration Date") (this entire period will be called the "License Period"), unless this License is terminated earlier by either party. If You want to extend the License Period, You will need to contact Us about renewal before the Expiration Date. We do not guarantee that this License will be renewed or extended for any amount of time.

WE HAVE THE RIGHT TO REVOKE OR TERMINATE THIS LICENSE AT ANY TIME FOR ANY REASON, OR NO REASON AT ALL, IMMEDIATELY UPON WRITTEN NOTICE TO YOU.

You have the right to terminate this License (prior to the Expiration Date) upon thirty (30) days written notice to Us, but only if such termination is effective during the months of February through September. The effective date of such termination by You may not fall during the months of October through January.

III. YOUR BUSINESS

You may operate Your business within the Licensed Premises only for the purpose of the operation of a COVID testing and vaccinations site; also performing ancillary medical services, and office use in the former Sears and attached Auto Center (the "License Use"). You may not use the Licensed Premises for any other purpose without Our prior written approval. If You use the Licensed Premises for some other purpose without Our approval, or fail to abide by Our operating rules, as set forth in Paragraph 5 of the Terms and Conditions hereto, You are required to pay us a fee of \$50.00 per day for so long as You continue to do so. Our right to receive this fee from You is in addition to any other rights or remedies We may have under this License, at law, or in equity. You may not use the Licensed Premises in any manner that would compete with any other use at the Shopping Center or violate any restrictions applicable to the Shopping Center. You shall not in any way interfere with or cause disturbance of the use and quiet enjoyment of any portion of the Shopping Center by Us or any other tenant, occupant, or user of the Shopping Center.

IV. YOUR LICENSE FEE

Base License Fee

Frequency	Start Date	End Date	Amount
Term	03/27/2021	03/31/2021	\$2,419.35
Term	04/01/2021	04/30/2021	\$15,000.00
Monthly	05/01/2021	12/31/2021	\$15,000.00

The Base License Fee and Charges listed below are due and payable on each date listed in the "Due Date" column. The first installment of the Base License Fee shall be due upon execution of this License.

Due Date	Rent
05/01/2021	\$32,419.35
06/01/2021	\$15,000.00
07/01/2021	\$15,000.00
08/01/2021	\$15,000.00
09/01/2021	\$15,000.00
10/01/2021	\$15,000.00
11/01/2021	\$15,000.00
12/01/2021	\$15,000.00
Totals	\$137,419.35

Submission of Payments

Make checks payable to:
and send them to the following address:

Seritage SRC Finance LLC
P.O. Box 778148, Chicago, IL 60677-4148

V. SECURITY DEPOSIT

When You sign this License, You must also give Us a security deposit of N/A ("Security Deposit"), as security for the performance of Your obligations under this License. You cannot use the Security Deposit as payment of any installment of Your Base License Fee, or to reduce any other charges that You may owe Us. We may use the Security Deposit to offset any damages, to the Licensed Premises or the Unit or may apply the Security Deposit against any License Fee or other charges You owe under this License. We may also use the Security Deposit to reimburse others for returns of merchandise or to rectify complaints made by Your customers. You agree that We can keep the Security Deposit if You do not use the Licensed Premises and conduct business there pursuant to this License for the entire License Period, unless this License is terminated by Us prior to the Expiration Date due to reasons other than Your default. Even if We terminate the License before the end of the License Period, We may still keep part or all of the Security Deposit to offset any damages to Our property or unpaid amounts due under the License. If You stay for the entire License Period, and make all the payments required under this License, the Security Deposit (or what is left of it, after We have deducted amounts for damages) will be refunded to You. After We refund the Security Deposit to You, We will have no further obligation to anyone with respect to the Security Deposit.

VI. ADDITIONAL PROVISIONS

This agreement may be terminated by Licensor or Licensee following thirty (30) days written notice.


- Licensor to bill Licensee directly for utilities.
- Licensee guarantees operation at the site until 9/30/21
- Licensee is approved to make repairs (at their own cost) to the space as detailed on the attached approved work list, provided that any code violations as a result therein will be remedied post-haste by Licensee
- Licensee will install/manage own internet infrastructure, and will repair any damage associated with such installation/removal
- Licensee is responsible to monitor parking area(s).
- Licensee is required to ensure rubbish is cleaned at end of each day.
- Licensee is required to properly sanitize and clean the space as needed, and upon vacating the premises at the end of the agreement

Estimated Operating Hours:

8AM-8PM Monday-Saturday or Tuesday-Sunday

VII. TERMS AND CONDITIONS

1. **Licensor's Representations.** We cannot estimate Your sales levels or profitability, and have not given You any exclusive right to sell any particular product or service. Other occupants of the Shopping Center may sell the same products or services that You do.
2. **Hours of Operation.** You must be open for business during the operating hours of the Shopping Center. We will give You written notice of these operating hours, which may change from time to time. You must pay Us \$50 per hour or part of an hour (up to a maximum of \$300 per day) as liquidated damages and not a penalty for the times that the Shopping Center is open, but that You are not open and operating. These liquidated damages are in addition to all other amounts due under this License. You agree that this amount is a reasonable estimate of the damages that We would suffer if You fail to be open during the Shopping Center's operating hours.
3. **Sales Reports/Audit.** "Gross Sales" means the total amount You collect for all goods and services sold, leased, or supplied by, at or through the Licensed Premises, excluding sales taxes collected and paid to the appropriate governmental authority. On or before the last day of each month during the License Period, You must submit a written report to Us, on a form that We will provide to You ("Sales Report"), of all Gross Sales for that month (or portion thereof). We will advise You in writing of the date that the Sales report is due. When You submit the Sales Report, You must certify that it is true and correct. If You do not submit a Sales Report, or if it is late, You must pay Us a late fee of \$50.00. You also must pay Percentage License Fee, if any, to Us on the day specified on the first page of this License. You are required to keep accurate books and records of Your Gross Sales and revenues at Your notice address on the first page of this License, and You must keep these records for at least two (2) years after termination of this License. These records shall be prepared in accordance with generally accepted accounting principles. We have the right to review and audit Your records upon five (5) days notice to You. If Our audit shows that You have not paid enough Percentage License Fee, You shall immediately pay Us any additional Percentage License Fee owed, and reimburse Us for the cost of the audit.
4. **Condition of Licensed Premises.** You have inspected the Licensed Premises and accept it "as is" and "where is" with no representation or warranty by Us as to its condition, or its suitability or fitness for Your business. You understand that We have no obligation to improve or repair the Licensed Premises or furnish any services unless expressly stated otherwise elsewhere in this License. Within two (2) days of taking occupancy, You need to draft a checklist of the condition of the Licensed Premises, which will be signed by a representative of each party. At Your expense, You must maintain the Licensed Premises in good condition and make all necessary replacements and repairs. If You do not fulfill Your obligations to repair and maintain the Licensed Premises, We have the right to do this for You, without responsibility for any damage caused by Our work. We also have the right to make any emergency repairs. You shall immediately reimburse Us for any cost We incur in performing any maintenance or repair work, plus a 20% administrative fee. You may not make any alterations, additions or improvements to the Licensed Premises without Our prior written consent. All alterations, additions or improvements made by either party (except movable equipment and trade fixtures which You install at Your expense), are Our property and must be returned to Us at the end of the License Period. We may direct You to remove the Unit or any alterations. If We do, You must remove the items as requested by Us, and promptly repair any damage caused thereby.
5. **Conditions of Use.** You are required to follow Our operating rules, which include, but are not limited to the following:
 - (a) You must always maintain the Licensed Premises in good, clean and safe condition;
 - (b) You must always maintain all required permits and licenses and observe and comply with all laws, ordinances, rules, regulations and code requirements applicable to the Licensed Premises or Your business, and you must abide by our Operational Guidelines;
 - (c) You must not sell or market any unlawful or counterfeit goods or services, or otherwise infringe or confuse another party's trademarks, trade dress or other intellectual property rights;
 - (d) You must run Your business in a professional, first-class and tasteful manner in accordance with Our rules and regulations, as well as reputable business standards and practices;
 - (e) You may not keep or display any merchandise in the common area of the Shopping Center or adjacent to or outside of the Licensed Premises or otherwise obstruct these areas;
 - (f) Your employees must wear appropriate professional attire at all times while at the Shopping Center;
 - (g) You may not permit loudspeakers, televisions, phonographs, radios, flashing lights or other devices to be used in a manner so as to be heard or seen outside of the Licensed Premises without our prior written consent;
 - (h) You may not distribute any handbills or other advertising material at the Shopping Center or on automobiles parked in the parking lots serving the Shopping Center;
 - (i) Food or beverage may not be consumed at the Licensed Premises, unless the Licensed Premises is an in-line space, where it is possible to do so in a back room, out of sight of customers. Loitering is not permitted at the Licensed Premises;
 - (j) We are not required to provide You with storage space. If We choose to do so, the terms of that arrangement will set forth in a separate license agreement;
 - (k) You may not change Your Trade Name without Our prior approval. You hereby represent and warrant that You have the right to use the Trade Name.
 - (l) All garbage and trash must be stored in an adequate, sanitary, closed container, not visible to the public, within the Licensed Premises or the Shopping Center as directed by Us. You must dispose of such garbage and trash daily, or more frequently if required by the circumstances;
 - (m) Unless otherwise approved in advance by Licensor, all set-ups, breakdowns and re-stockings must be completed either prior to the Shopping Center's opening or after the Shopping Center's closing;
 - (n) No hazardous materials may be brought onto the Licensed Premises or any other part of the Shopping Center;
 - (o) You must always maintain a fully stocked supply of inventory, use a sufficient number of adequately trained personnel for efficient service, and otherwise diligently operate Your business so as to produce maximum Gross Sales;
 - (p) You are responsible for designing, constructing, installing, and maintaining all store signage, including interior and exterior signs, at Your sole

 Licensor
Licensee

- expense. All signage must meet Our design criteria, be pre-approved by Us and be professionally made — hand-written signs will not be permitted at any time;
- (c) You must comply with Our visual merchandising standards and submit a visual merchandising plan for Our approval prior to opening for business. You agree to implement Our visual merchandising recommendations and to modify Your visual merchandising presentation promptly if requested by Us. You must furnish all display fixtures, the design, size, and quantity of which will be subject to Our prior written approval. Display fixtures must be of professional quality, well designed and maintained, and must be aesthetically complementary to the surroundings in the Shopping Center. Any unapproved fixtures may be removed by Shopping Center personnel, and You must pay for the cost of removal and storing any such fixtures.
6. **Insurance.** You must maintain or cause to be maintained the following insurance in force with companies licensed to do business in the state or commonwealth where the Shopping Center is located, during the License Period and such other times as Licensee occupies the Licensed Premises; or is required as per below: (i) Commercial General Liability Insurance on the Licensed Premises and the business operated in or from the Licensed Premises, including coverage against assumed or contractual liability under this License, with minimum limits for bodily injury, property damage and personal and advertising injury of \$1,000,000 per occurrence and \$2,000,000 general aggregate (in the case of food and/or beverage being prepared and sold on-site, these limits shall be \$5,000,000 per occurrence and \$5,000,000 general aggregate, and in the case of serving of alcohol, liquor liability coverage is required at the same limit). Coverage shall be primary non-contributory and include a waiver of subrogation for the additional insureds; (ii) Workers Compensation Insurance in statutory limits for all employees and Employers Liability Insurance (coverage shall be primary non-contributory and include a waiver of subrogation for the additional insureds) which affords limits of not less than \$1,000,000 each coverage and policy limit; (iii) "All Risk" property insurance, covering all of Licensee's inventory, trade fixtures, furniture, furnishings, tools, and equipment not affixed to the Licensed Premises, and covering all of the improvements installed in the Licensed Premises by or for the Licensee in an amount not less than replacement value, without co-insurance and builder's risk insurance, completed value form (or its equivalent), covering all physical loss, in a commercially reasonable amount for any installation, construction or development work; (iv) auto liability insurance for owned, hired and leased autos with minimum limits of \$1,000,000.00 combined single limit per accident; (v) a completed operations endorsement to the commercial general liability insurance policy referred to above (coverage shall be primary non-contributory and include a waiver of subrogation for the additional insureds); and (vi) any other insurance reasonably required by Us. You shall deliver to Us certificates of the insurance required by this paragraph. The insurance company or companies providing Your insurance must have a Best Rating of A-VIII or better. You hereby waive all subrogation rights of Your insurance carrier in favor of Licensor and its partners, beneficiaries, trustees, directors, officers, members, employees and agents with respect to the insurance required to be carried hereunder. If You breach Your obligation to obtain and keep in effect any insurance required by this paragraph, You shall indemnify and hold Licensor harmless against any loss that would have been covered by such insurance, which obligation shall survive the expiration or earlier termination of this License. The certificates required by this paragraph will provide either that (i) "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder"; or (ii) "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions." Your Commercial General Liability, Auto and Employers' Liability Insurance policies shall name Licensor and Jones Lang LaSalle (and any other person or entity as may be requested by Licensor in writing) as additional insureds, as their respective interests may appear, and will be primary, non-contributory and not in excess of any other coverage maintained by Licensor or any other party. Notwithstanding the fact that any liability may be covered by insurance, Licensee's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or required by any provisions of this License. You must give prompt notice to Us in case of fire or any damage to the Licensed Premises.
7. **Indemnity.** From and after the Effective Date, You shall indemnify, hold harmless and, at Our option, defend Us, Our management agent, and mortgagee, if any, and their respective principals, partners, members, shareholders, directors, officers, agents, servants, employees, managers, and contractors, and any fee owner or underlying lessor of the Shopping Center from and against all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and expenses that We incur in connection with any loss of life, personal injury or damage to property or business arising out of or in any way connected with the Licensed Premises or the Unit or Your operations, the condition, use, maintenance, repair or occupancy of the Licensed Premises, or in any way arising out of Your activities in the Licensed Premises, common areas, or other portions of the Shopping Center, or the activities of Your sublessees or their respective agents, employees, servants, invitees or contractors, or from any breach or default under this License. Your obligations under this paragraph shall survive the expiration or earlier termination of this License.
8. **Waiver and Release.** Neither We, nor our management agent nor either of our respective agents, servants, employees or contractors shall be liable for, and You hereby waive and release all claims for loss of life, personal injury or damage to property or business sustained by You or any person claiming through You resulting from any accident, casualty or occurrence in or upon any part of the Shopping Center, including without limitation claims or damage resulting from: any equipment or appliances becoming out of repair; Our failure to keep any part of the Shopping Center in repair; injury done or caused by wind, water or other natural element; any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, steam pipes, stairs, porches, railings or walks; broken glass; the backing up of any sewer or downspout; the burning, leaking, or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in or about the Licensed Premises; the escape of steam or hot water; water, snow or ice being upon or coming through the roof or any other place on or near the Licensed Premises; the falling of any fixture, plaster, ceiling tile or stucco; damage to or loss by theft or otherwise of Your property or that of others; delay or cessation in the start or conduct of Your business; and acts or omissions of persons in the Licensed Premises or other tenants or occupants of the Shopping Center. In addition, You hereby waive any and all right of recovery, claim, action or cause of action against Us, Our agents, servants, employees, invitees and contractors, for any loss or damage that may occur to the Licensed Premises and any contents therein by reason of fire, the elements or any other cause which is insured or required to be insured pursuant to this License, regardless of cause of origin.
9. **Assignment.** You may not sell, assign, mortgage, pledge, sublicense, concession, or in any manner transfer, this License or any interest herein, nor sublicense or license all or any part of the Licensed Premises, by operation of law or otherwise. Any unauthorized assignment shall be null and void.
10. **Interest and Late Charges.** All Base License Fees, Percentage License Fees and additional charges are due and payable on or before the designated due dates and must be paid via certified check. Payments will be considered "made" when We actually receive them. Any overdue amount under this License will accrue interest from the date due through the date of payment at the rate of 1 1/2% per month or the highest rate permitted by law, whichever is less. In addition to interest, if any payment hereunder is more than 10 days late, You must pay Us a late charge equal to 5% of the amount due or \$50.00, whichever is greater. Payment of interest and late charges will not prejudice Our rights to pursue other remedies available under this License, at law or in equity.
11. **Default.** If You fail to perform any of the obligations herein, do not timely pay any sums required hereunder, or in the event We should have a dispute with You, We may immediately revoke, cancel and terminate this License and remove Your property from the Licensed Premises, all at Your cost and expense, including without limitation attorneys' fees incurred in enforcing Our rights hereunder. You shall reimburse Us for any such costs. The remedies specifically provided for in this License are cumulative and are in addition to any other remedies available to Us under applicable law. If You default hereunder or this License is terminated (including termination pursuant to Paragraph 12 below), You must vacate the Shopping Center, and Your occupancy or activity thereafter at the Shopping Center is a trespass.
12. **Termination.** Upon termination of this License for any reason, You must voluntarily vacate the Licensed Premises and the Unit on the applicable termination date, leaving the Licensed Premises in a broom-clean condition and in good order, condition and repair. After such termination, no further obligations shall accrue under this License, provided that each party will remain liable for obligations arising prior to the date of termination and for all obligations and duties thereafter as specifically provided herein. This License will terminate automatically if the Licensed Premises are damaged due to fire or any other event of casualty or condemnation. You will have no recourse against Us or Our affiliates as a result of any such casualty or condemnation. If You do not surrender possession of the Licensed Premises upon termination of this License, We may immediately remove all Your property from the Licensed Premises and store any such property at Your expense for up to 30 days. If Your property is not removed by You within this 30-day period, it is conclusively presumed to be abandoned. We may dispose of such property in any way We may deem appropriate, without obligation or liability to You or parties claiming by or through You. If You hold over after termination of this License, effective as of the day following termination, all charges due from You hereunder will continue to accrue and will be increased by 50%. If We commence an action to remove You as a result of Your failure to surrender possession, You shall pay all costs and expenses incurred by Us as a result of such action, including attorneys' fees and court costs. YOU HEREBY WAIVE THE RIGHT TO A TRIAL BEFORE A JURY AND THE RIGHT TO ASSERT ANY NON-COMPULSORY COUNTERCLAIMS IN ANY ACTION FOR EVICTION/EJECTMENT OR FOR PAYMENT OF SUMS DUE UNDER THIS LICENSE.
13. **Waiver.** Failure by either party to require the other to perform any terms of this License will not prevent the party from later enforcing that term. No term of this License will be deemed waived unless waived in writing by the waiving party. If We accept a payment of any money due from You under this License, We are not waiving any prior breach by You of any term of this License. This is true whether or not We knew that You had breached this License at the time We accepted payment from You.
14. **Miscellaneous.** This License becomes valid and effective only when signed and delivered by both parties. This License supersedes all prior discussions, licenses and other agreements of the parties, oral or written, relating to the transaction represented hereby. The License may be modified only by a written instrument executed by both parties. This License shall be governed and construed in accordance with the laws of the state or commonwealth where the

Shopping Center is located. We have no personal liability with respect to this License. If We breach this License, You can look only to Our equity in the Shopping Center to satisfy any claim against Us. . . Such exculpation of liability shall be absolute and without any exception whatsoever. In case We or the owner or any successor owner of Licensor's title to the Licensed Premises shall transfer such interest and turn over to the transferee any funds held by it hereunder in which You have an interest hereunder, all liabilities and obligations on the part of Licensor, or owner, or successor owner as Licensor under this License accruing after such transfer shall terminate upon such transfer and thereupon all such liabilities and obligations shall be binding upon such transferee. We may be a party to one or more agreements with a mortgagee, beneficiary of Oura, department store, mall occupant, or other party. This License is subject and subordinate to all the provisions in those agreements, as they may be amended from time to time. You agree to keep the terms of this License confidential, and shall not disclose them to a third party. If any provision of this License is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain that part, term or provision held to be illegal, invalid or unenforceable. You acknowledge that Jones Lang LaSalle Americas, Inc. is executing this License in the capacity of managing agent for Licensor and not as a partner or joint venturer with Licensor. You agree that as to Licensor, You shall not have any right to sue for or collect, and Licensor shall never have any liability or responsibility whatsoever for, any consequential or indirect damages whether proximately or remotely related to any default of Licensor under this License, and You hereby waive any and all such rights.

15. In-Line Space Provision. This provision applies only if the Licensed Premises is not a kiosk, cart or remote merchandising unit. We will ensure that the necessary mains, conduits and other facilities are provided to make available, as applicable, water, sewer and electricity to the Licensed Premises. We will likewise make a heating and air conditioning system available to You. You agree to use and pay for the use of these systems as We direct. You agree to use and pay for all utilities used in the Licensed Premises from and after the date You take possession of the Licensed Premises. If You want a separate meter for utilities, and one does not already exist, You must pay for it. We are not responsible for damages or otherwise, if the utilities or heating and air conditioning services are interrupted or terminated for any reason. If We choose not to furnish utilities or services to the Licensed Premises for any reason, You must obtain Your own. Natural gas utility service will be available from the local gas company through the mains located in designated areas. You must arrange for all gas work beyond those points with the gas company. Any such work must be approved by Us in advance, and performed by You at Your expense. The parties understand that local gas supplies may be limited, and availability of sufficient gas to service the Licensed Premises is Your sole responsibility.

16. Notices. Notices to Licensee may be sent by delivery in person, or by certified mail, return receipt requested, postage pre-paid, by express mail delivery service, or by electronic mail or fax with confirmation of receipt, addressed to Licensee's address(es) set forth in the first paragraph on page 1 of this License, or to such other address as notified in writing by Licensee. Notices to Licensor may be sent only by certified mail, return receipt requested, postage pre-paid, or by express mail delivery service, addressed to Licensor's address(es) set forth in the first paragraph on page 1 of this License, or to such other address as notified in writing by Licensor. Notice will be deemed given as of the date of receipt or rejection or inability to deliver shown on the return receipt or similar advice of delivery or attempted delivery, or if delivered in person, the affidavit of the person making such delivery shall be conclusive proof of the delivery and the date and time of delivery.

17. Broker. Licensee represents and warrants that there was no broker instrumental in consummating this License and that no conversations or prior negotiations were had with any broker concerning this License or licensing of the Licensed Premises. Licensor will not be liable for any fees or payment by or due to any broker, including, but not limited to, consulting fees, commissions and/or legal fees, with respect to this License. Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all claims for brokerage commission or compensation arising out of any conversations or negotiations had by Licensee with any broker in connection with this License, which obligation shall survive the expiration or earlier termination of this License.

18. [OPTIONAL - Governmental Shut-Down Order. If and so long as Licensee is not permitted to operate for business at the Licensed Premises due to a general governmental shut-down order with respect to COVID-19 (unrelated to Licensee's particular business or manner of operation thereof), then Licensee shall have the right to terminate this Agreement by written notice to Licensor.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers or representatives on the day and year written above.

LICENSOR: Seritage SRC Finance LLC

By: Jones Lang LaSalle Americas, Inc., Managing Agent

By: Mary Rottler

Print Name: Mary Rottler

Title: Vice President

LICENSEE: State of New Hampshire

DBA: New Hampshire DHMS

By: Lori A. Weaver

Print Name: Lori A. Weaver

Title: Deputy Commissioner

Lori A. Weaver Licensor Licensee

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to License Agreement with Seritage SRC Finance LLC**

This Amendment to the License Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("Department," "State," "Licensee," "You", or "Your") and Seritage SRC Finance LLC ("Licensor," "We", "Our," "Us").

WHEREAS, the parties agree to concurrently amend the License Agreement immediately upon execution and approval of Governor Sununu, pursuant to Executive Order Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the License Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Modify V. *Security Deposit* by replacing it with:
V. Reserved.

2. Modify VII. *Terms and Conditions* by replacing Section 1 *Licensor's Representations* with:
1. Reserved.

3. Modify VII. *Terms and Conditions* by replacing Section 2 *Hours of Operation* with:
2. Reserved.

4. Modify VII. *Terms and Conditions* by replacing Section 3 *Sales Reports/Audit* with
3. Reserved.

5. Modify VII. *Terms and Conditions*, Section 4 *Conditions of Licensed Premises*, as follows
 4. Condition of Licensed Premises. You have inspected the Licensed Premises and accept it "as is" and "where is" with no representation or warranty by Us as to its condition, or its suitability or fitness for Your business. You understand that We have no obligation to improve or repair the Licensed Premises or furnish any services unless expressly stated otherwise elsewhere in this License. Within two (2) days of taking occupancy, You shall draft a checklist identifying the condition of the Licensed Premises, which will be signed by a representative of each party. At Your expense, You must maintain the Licensed Premises in good condition and make all necessary replacements and repairs. If You do not fulfill Your obligations to repair and maintain the Licensed Premises, We have the right to do this for You, without responsibility for any damage caused by Our work. We also have the right to make any emergency repairs. You may not make any alterations, additions or improvements to the Licensed Premises without Our prior written consent. All alterations, additions or improvements made by either party (except movable equipment and trade fixtures which You install at Your expense), are Our property and must be returned to Us at the end of the License Period. We may direct You to remove the Unit or any alterations. If We do, You must remove the items as requested by Us, and promptly repair any damage caused thereby.

6. Modify VII. *Terms and Conditions*, Section 5 *Conditions of Use*, by deleting subsections (b) through (q) and adding the following:

(b) The Licensed Premises shall be used for the purpose of performing COVID-19 vaccinations, for the storage and staging of supplies and materials in connection with the foregoing, and to provide access to the restrooms located therein for use solely by Licensee's staff, including, but not limited to operations staff and the National Guard, performing the above-described vaccination services.

(c) Licensee, at Licensee's expense, shall be solely responsible for the disposal of trash from, and the cleaning, disinfection and remediation of, all areas within the Licensed Premises and the surrounding common areas that may have been contaminated by the presence of patients or employees showing symptoms of COVID-19, including without limitation, all areas wherein blood, medical waste, viral or infectious agents and/or biohazard materials are tested for, handled, generated and/or stored. In no event shall Licensor be obligated to handle or remove any trash containing or suspected of containing blood, medical waste, viral or infectious agents and/or biohazard materials, or otherwise be obligated to clean, disinfect or remediate any area in connection with the Permitted Use. All trash, refuse, and the like, shall be kept in covered trash receptacles, which trash receptacles shall be kept within the Licensed Premises at all times, and in no event stored outside of the same.

As used herein, the term "hazardous materials" shall mean and include, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq. (33 U.S.C. § 1321) or listed in Section 307 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (42 U.S.C. § 6903), (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq. (42 U.S.C. § 9601), as amended and regulations promulgated thereunder, or (vi) defined as "oil" or a "hazardous waste", a "hazardous substance", a "hazardous material" or a "toxic material" under any other law, rule or regulation applicable to the Licensed Premises, as amended and the regulations promulgated thereunder. As used herein, the term "Environmental Laws" shall mean, without limitation, each and every law, rule, order, statute or regulation described above in this Section, together with (i) any amendments thereto, or regulations promulgated thereunder and (ii) any other laws pertaining to the protection of the environment or governing the use, release, storage, handling, generation or disposal of Hazardous Materials or medical waste, whether now existing or hereafter enacted or promulgated. In addition, for all purposes under this Agreement, "hazardous materials" shall specifically include without limitation viruses and so-called "biohazard" materials and any material that is or may be contaminated with any of the foregoing.

7. Modify VII. *Terms and Conditions*, Section 6 *Insurance*, by replacing it with:

6. Insurance and Immunity for Emergency Management Purposes. Licensee has provided and Licensor has accepted evidence that Licensee is self-insured. Licensee is leasing the Premises for the purposes of conducting emergency management activities. It is understood that under New Hampshire State law, specifically RSA 21-P:42, entities, like Licensor, that grant a license or privilege or otherwise permit the designation or use of the whole or any part or parts of such real estate or premises or private property for the purpose of compliance or attempting to comply with this subdivision during an actual or impending emergency or practice exercise, together with his or her successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises or private property or loss of, or damage to, the property of such person. In addition, Licensee is conducting all emergency management activities on the Premises with emergency management workers pursuant to RSA 21-P:41.

8. Modify VII. *Terms and Conditions*, Section 7 *Indemnity* by replacing it with:

7. Reserved.

9. Modify VII. *Terms and Conditions*, Section 8 *Waiver and Release* by replacing it with:

8. Reserved.

10. Modify VII. *Terms and Conditions*, Section 11 *Interest and Late Charges* as follows:

11. Default. If You fail to perform any of the obligations herein, do not timely pay any sums required hereunder, or in the event We should have a dispute with You, We may immediately revoke, cancel and terminate this License and remove Your property from the Licensed Premises. The remedies specifically provided for in this License are cumulative and are in addition to any other remedies available to Us under applicable law. If You default hereunder or this License is terminated (including termination pursuant to Paragraph 12 below), You must vacate the Shopping Center, and Your occupancy or activity thereafter at the Shopping Center is a trespass.

11. Modify VII. *Terms and Conditions*, Section 12 *Termination* as follows:

12. Termination. Upon termination of this License for any reason, You must voluntarily vacate the Licensed Premises and the Unit on the applicable termination date, leaving the Licensed Premises in a broom-clean condition and in good order, condition and repair. After such termination, no further obligations shall accrue under this License, provided that each party will remain liable for obligations arising prior to the date of termination and for all obligations and duties thereafter as specifically provided herein. This License will terminate automatically if the Licensed Premises are damaged due to fire or any other event of casualty or condemnation. You will have no recourse against Us or Our affiliates as a result of any such casualty or condemnation. If You do not surrender possession of the Licensed Premises upon termination of this License, We may immediately remove all Your property from the Licensed Premises and store any such property at Your expense for up to 30 days. If Your property is not removed by You within this 30-day period, it is conclusively presumed to be abandoned. We may dispose of such property in any way We may deem appropriate, without obligation or liability to You or parties claiming by or through You. If You hold over after termination of this License, effective as of the day following termination, all charges due from You hereunder will continue to accrue and will be increased by 50%.

12. Modify VII. *Terms and Conditions*, Section 14 *Miscellaneous* as follows

14. Miscellaneous. This License shall be retroactively effective to March 27, 2021, only when signed and delivered by both parties and approved by Governor Sununu pursuant to Executive Order Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions. This License supersedes all prior discussions, licenses and other agreements of the parties, oral or written, relating to the transaction represented hereby. The License may be modified only by a written instrument executed by both parties. This License shall be governed and construed in accordance with the laws of the state or commonwealth where the Shopping Center is located. We have no personal liability with respect to this License. If We breach this License, You can look only to Our equity in the Shopping Center to satisfy any claim against Us. Such exculpation of liability shall be absolute and without any exception whatsoever. In case We or the owner or any successor owner of Licensor's title to the Licensed Premises shall transfer such interest and turn over to the transferee any funds held by it hereunder in which You have an interest hereunder, all liabilities and obligations on the part of Licensor, or owner, or successor owner as Licensor under this License accruing after such transfer shall terminate upon such transfer and thereupon all such liabilities and obligations shall be binding upon such transferee. We may be a party to one or more agreements with a mortgagee, beneficiary of Ours, department store, mall occupant, or other party. This License is subject and subordinate to all the provisions in those agreements, as they may be amended from time to time. If any provision of this License is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the parties shall be construed and enforced as if the License did not contain that part, term or provision held to be illegal, invalid or unenforceable. You acknowledge that Jones Lang LaSalle Americas, Inc. is executing this License in the capacity of managing agent for Licensor and not as a partner or joint venturer with Licensor.

13. Modify VII. *Terms and Conditions*, Section 18 *Governmental Shut-Down Order* by replacing it:

18. Reserved.

All terms and conditions of the License Agreement not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactively to March 27, 2021, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4.9.21
Date

Lori A. Weaver
Name: Lori A. Weaver
Title: Deputy Commissioner

Seritage SRC Finance LLC

3/26/2021
Date

DocuSigned by:
Mary Rottler
B0FB125E22FC470...
Name: Mary Rottler
Title: vice president

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/15/21
Date

Jill Perlow
Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

EXHIBIT C

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: March 31, 2021

Company Name:
Seritage SRC Finance LLC

Address:
**500 Fifth Avenue, Suite 1530
New York, NY 10110**

In accordance with RSA 21-I:11-c, the undersigned person certifies that SERITAGE SRC FINANCE LLC nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed Amanda Lombard

Authorized Signor's Signature [Signature]

Authorized Signor's Title CFO, Vice President

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: New York STATE: NY ZIP: 10110

On the 31st day of March 2021, personally appeared before me, the above named Amanda Lombard in his/her capacity as authorized representative of Seritage SRC Finance LLC known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires: June 13, 2024

MELISSA ANNE CAMPISI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6343367
Qualified in Sullivan County
My Commission Expires 06-13-2024

(Date)

State of New Hampshire

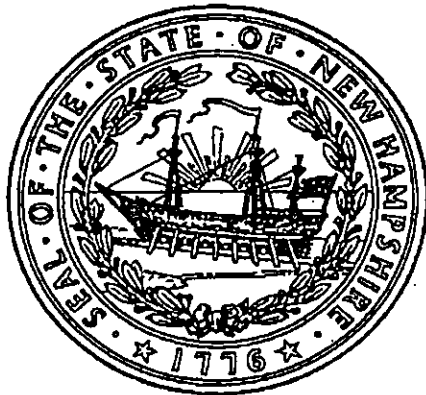
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SERITAGE SRC FINANCE LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 19, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 727940

Certificate Number: 0005323065



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of March A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Filing History

 Back to Home (/online)

Business Name	Business ID
Seritage SRC Finance LLC	727940

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005227956	01/19/2021	01/19/2021	Annual Report	2021
0005191026	01/17/2021	01/17/2021	Annual Report Reminder	N/A
0004854213	03/23/2020	03/23/2020	Annual Report	2020
0004747970	01/07/2020	01/07/2020	Annual Report Reminder	N/A
0004499801	04/17/2019	04/17/2019	Annual Report	2019
0004353282	01/02/2019	01/02/2019	Annual Report Reminder	N/A
0004154707	07/17/2018	07/17/2018	Commercial Registered Agent Address Change	N/A
0004076276	03/30/2018	03/30/2018	Annual Report	2018
0003789127	01/01/2018	01/01/2018	Annual Report Reminder	N/A
0003521651	02/01/2017	02/01/2017	Annual Report	2017
0003475028	12/27/2016	12/27/2016	Annual Report Reminder	N/A
0003319680	06/13/2016	06/13/2016	Annual Report	2016
0003311518	06/03/2016	06/03/2016	Dissolution/Suspension Warning Letter	N/A
0003135478	06/19/2015	06/19/2015	Business Formation	N/A

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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CERTIFICATE OF VOTE/AUTHORITY

I, Mary Rottler of the SERITAGE SRC FINANCE LLC, under RSA 304-C, do hereby certify that:

1. I am the authorized agent of the of the SERITAGE SRC FINANCE LLC:

This Limited Liability Company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the authorized agent is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate, and Mary Rottler is the duly elected authorized agent of the Limited Liability Company.

2. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Limited Liability Company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.

DocuSigned by:

Mary Rottler

00FD125E22FC476...

Mary Rottler
Authorized Agent
SERITAGE SRC FINANCE LLC

4/6/2021

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:		
	PHONE (A.C. No. Exp): (866) 283-7122	FAX (A.C. No.): (800) 363-0105	
INSURED Seritage Growth Properties c/o Seritage Growth Properties 500 Fifth Ave Suite 1530 New York NY 10010 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	QBE Insurance Corporation	39217
	INSURER B:	The Continental Insurance Company	35289
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570088916768 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INS LTR	TYPE OF INSURANCE	ADD. BGD	SUB. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			CGA3977028	07/07/2020	07/07/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CBA3977029	07/07/2020	07/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> QED <input checked="" type="checkbox"/> RETENTION \$10,000			6071916744	07/07/2020	07/07/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe your DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 961, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage for 50 Fox Run Rd., Suite 74, Portsmouth, NH 03801.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>

Holder Identifier:

Certificate No.: 570088916768



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (866) 283-7122 FAX (800) 363-0105 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 57000065567	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: ACE American Insurance Company 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570086916774 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Although ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Coverage for 50 Fox Run Rd., Suite 74, Portsmouth, NH 03801.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS DEDUCTIBLES <input type="checkbox"/> BASIC BUILDING <input type="checkbox"/> BROAD CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD <input checked="" type="checkbox"/> ALL RISKS-Subject to Exclusions	CPAD37437955006	07/07/2020	07/07/2021	<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> EXTRA EXPENSE Included <input checked="" type="checkbox"/> RENTAL VALUE Included <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP <input checked="" type="checkbox"/> Loss Limit \$10,000,000	
	<input type="checkbox"/> INLAND MARINE CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	<input type="checkbox"/> CRIME TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier: 570086916774 CERTIFICATE NUMBER: 570086916774



AGENCY CUSTOMER ID: 570000065567
 LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Seritage Growth Properties	
POLICY NUMBER See Certificate Number: 570086916774			
CARRIER See Certificate Number: 570086916774	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

Carrier Participation

POLICY TERM: 07/07/2020 TO 07/07/2021

ACE American Insurance Company
 Policy: GPAD37437955006
 Limit: \$20,750,000 P/O \$50,000,000

Starr Surplus Lines Insurance Company
 Policy: SLSTPTY11348320
 Limit: \$5,000,000 P/O \$50,000,000

Endurance American Specialty Insurance Company
 Policy: GPR10009437304
 Limit: \$11,250,000 P/O \$50,000,000

Independent Specialty Insurance Company
 Policy: VUXCN000187602
 Lloyds Consortium #9226
 Policy: VPCCN000187602
 Interstate Fire & Casualty Company
 Policy: VRXCN000187602
 Limit: \$2,500,000 P/O \$50,000,000

Lloyd's Syndicate No. 4444
 Policy: 857629FAA
 Limit: \$5,500,000 P/O \$50,000,000

Westport Insurance Corporation
 Policy: NAP200062705
 Limit: \$5,000,000 P/O \$50,000,000